

UNITES STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

SHAWN HELD

Plaintiff

v.

BRENTON DAVIS, individually and as  
COUNTY EXECUTIVE OF THE COUNTY  
OF ERIE and ERIE COUNTY,  
PENNSYLVANIA

Defendants

CIVIL ACTION

NO. 1:23-CV-00319

JURY TRIAL OF 12 DEMANDED

**STIPULATION SELECTING ADR PROCESS**

Counsel report that they have met and conferred regarding Alternative Dispute Resolution (ADR) and have reached the following stipulation pursuant to L.R. 16.2 and the Court's ADR Policies and Procedures.

**I. PROCESS**

Select one of the following processes:

- \_\_\_\_\_ Mediation
- X   Early Neutral Evaluation (ENE)
- \_\_\_\_\_ Court sponsored Binding<sup>1</sup> Arbitration
- \_\_\_\_\_ Court sponsored Non-binding Arbitration
- \_\_\_\_\_ Other (please identify process and provider) \_\_\_\_\_

**If you are utilizing a private ADR process, such as the American Arbitration Association, be advised that the case is still governed by the Court's ADR Policies and Procedures. It is the responsibility of counsel to ensure that all of the proper forms are timely submitted and filed, as required by Policies and Procedures.**

**II. COSTS**

The parties have agreed to share the ADR costs as follows (do not complete percentages for Court sponsored arbitration. For that process, costs are paid by the Court in accordance with 28 USC §658.):

  50   % by Plaintiff

<sup>1</sup> For binding arbitration, please complete form "Stipulation to Binding Arbitration" located on the Court's website at [www.pawd.uscourts.gov](http://www.pawd.uscourts.gov)

\_\_\_\_\_ 50 \_\_\_\_\_ % by Defendants

If a dispute arises as to compensation and costs for the mediator/neutral evaluator/private arbitrator, the Court will set reasonable compensation and costs.

### III. NEUTRAL

The parties hereby designate by agreement the following individual to serve as a Neutral in the above-styled action:

Name of Neutral: \_\_\_\_\_ Craig Murphey, Esquire \_\_\_\_\_  
 Address of Neutral: \_\_\_\_\_ Purchase George & Murphey, P.C. \_\_\_\_\_  
 \_\_\_\_\_ 2525 West 26<sup>th</sup> Street, Erie, PA 16506 \_\_\_\_\_  
 Telephone & FAX Numbers: \_\_\_\_\_ 814-833-7100 and 814-835-0401 \_\_\_\_\_  
 Email address of Neutral: \_\_\_\_\_ craig@purchasegeorge.com \_\_\_\_\_  
**Date of ADR Session:** \_\_\_\_\_ March 6, 2024 \_\_\_\_\_

The parties represent that they have contacted the selected prospective neutral and have determined that the neutral is available to conduct the ADR session within the time prescribed by the Court's Policies and Procedures and that the neutral does not have a conflict.

### IV. PARTICIPANTS

Name and title of the individual(s) who will be attending the mediation or early neutral evaluation session, **in addition to counsel**, in accordance with **Section 2.7 (Attendance at Session)** of the Court's ADR Policies and Procedures:

\_\_\_\_\_  
 Timothy D. McNair, Esquire  
 Attorney for Plaintiff

\_\_\_\_\_  
 Shawn Held  
 Plaintiff

\_\_\_\_\_  
 G. Jay Habas, Esquire  
 Attorney for Defendant(s)

\_\_\_\_\_  
 Doug Smith, Director of Administration,  
 Erie County, Pennsylvania  
 Defendant(s)

\_\_\_\_\_  
 William Speros, Esquire, Erie County Solicitor,  
 and/or Leigh Ann Orton, Esquire, Assistant County  
 Solicitor; Heather Ilgenfritz, claim representative  
 (remote); other representatives of Erie County as  
 needed \_\_\_\_\_

Each party certifies that the representative(s) attending the ADR session on its behalf has full and complete settlement authority, **as specified in sub-section (A)(1-3) of the above section of the Court's ADR Policies and Procedures.**

**V. ACKNOWLEDGMENT**

We, the undersigned parties to this action, declare that this stipulation is both consensual and mutual.

Dated: January 12, 2024

/s/ Timothy D. McNair  
Timothy D. McNair, Esquire  
Attorney for Plaintiff(s)

Dated: January 12, 2024

/s/ G. Jay Habas  
G. Jay Habas, Esquire  
Attorney for Defendant(s)